

LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 07-014

Lancaster County intends to enter into contract and invites you to submit a sealed bid for:

Walk-through Metal Detector and Baggage Scanner

MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS

Sealed bids will be received by Lancaster County, Nebraska on or before **12:00 noon Central Time, Friday, January 5 , 2007**, in the office of the Purchasing Agent, "**K" Street Complex (SW Wing), Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bid will not be considered.

Specifications may be downloaded from the City/County Purchasing Division Website at: www.lincoln.ne.gov key word search "bid", select current year, select specification number listed above. All specifications are in PDF format.

FAX bid responses are not acceptable, all bids must possess an original signature and be in a sealed envelope.

COMMISSIONERS

DEB SCHORR * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN
KERRY EAGAN, Chief Administrative Officer

COMPANY NAME _____

**PROPOSAL
SPECIFICATION NO.
BID OPENING TIME: 12:00 NOON
DATE: Friday, January 5, 2007**

The undersigned, having full knowledge of the requirements of Lancaster County for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the County the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers ____ through ____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

VENDOR MAY BID ON ONE OR BOTH PIECES OF EQUIPMENT

<u>BIDDING SCHEDULE</u>					
<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total</u>
1.	Walk-Through Metal Detector	EA	1	\$_____	\$_____
2.	Baggage Scanner	EA	1	\$_____	\$_____
3.	24V Battery Back-up Power Supply	EA	1	\$_____	\$_____
4.	Extended Maintenance Agreement - Cost per year - Years 3-5				\$_____
5.	Extended Maintenance Agreement - Cost per year - Years 6-10				\$_____
6.	Cost for Service Call without Extended Maintenance Agreement:				
	Hourly Rate: \$_____	Trip Charge: \$_____		Other Charges: \$_____	
Metal Detector Manufacturer:_____Metal Detector Model:_____					
Baggage Scanner Manufacturer:_____Baggage Scanner Model:_____					

NO BID SECURITY REQUIRED

INTER-LOCAL PURCHASING: The County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized inter-local purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from Lancaster County.

____ **YES** ____ **NO**

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____

TITLE: _____

PHONE NO. _____

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the County's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the County, and to enter into a contract if this proposal is accepted.

NOTE:

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC.07-014**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

E-MAIL ADDRESS

**ESTIMATED DELIVERY DAYS (After
receipt of individual orders)**

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: Bid A Letter of Intent will be listed on the website when a recommendation is received from the Department.

SPECIFICATIONS

Walk-through Metal Detector and Baggage Scanner Hall of Justice

GENERAL INFORMATION

Lancaster County invites you to submit a sealed bid for the purchase and installation of a WALK THROUGH METAL DETECTOR AND A BAGGAGE SCANNER specified as designed to prohibit the introduction of contraband (weapons, knives, improvised explosive devices) into the facility by allowing security personnel to examine hand carried items and packages. **Vendor may bid on one or both pieces of equipment.**

1. INQUIRIES

- 1.1 Any questions regarding this bid must be in writing and sent to:
Bob Walla
Assistant Purchasing Agent
Fax: (402) 441-6513
Email: rwalla@lincoln.ne.gov
Phone: (402) 441-8309
- 1.2 Refer to Instructions To Bidders, Section 5 and 6 for specific information regarding addenda and questions.

2. SUBMITTALS

- 2.1 Submit shop drawings and catalogue cuts complete with technical data required to evaluate the material or equipment.
- 2.2 Include dimensions, wiring and block diagrams, performance data, ratings, control sequences and all other descriptive data necessary to describe the equipment proposed and its operational characteristics.
- 2.3 Submit detailed maintenance manual including schematics, circuit descriptions, parts list, and trouble shooting guide.

3. WARRANTY

- 3.1 Vendor shall provide a **two-year** warranty on all parts, labor, service calls and related costs.
 - 3.1.1 Warranty shall include at least one preventative maintenance check-up and radiation test each of the first two years.
- 3.2 Vendor must provide a Customer Service Hotline between the hours of 7am - 5pm CST, Monday -Friday.
- 3.3 Service calls must be responded to within four hours.
 - 3.3.1 A Service Rep must be on location for diagnostics within one (1) business day of service request.
 - 3.3.2 Remedial action must be completed within two (2) business days of service call.
 - 3.3.1 Equipment can be repaired either on-site or off-site.
 - 3.3.2 If, for any reason, repairs cannot be completed on-site within the prescribed time period or if repairs are to be made off-site, the County shall be immediately provided, at no cost, a "loaner" unit of identical make and model to use while awaiting repair.

4. DELIVERY

- 4.1 Unit bid prices shall include all delivery costs, including shipper's charges, unloading time, and building set up charge at the following delivery point:
555 South 10th Street
Lincoln, NE 68508

5. INSTALLATION

- 5.1 Installation of the metal detector and baggage scanner shall be in accordance with manufacturer's instructions.

- 5.2 A standard, grounded 110VAC outlet shall be provided in space where units are placed. Any other electrical connection requirements shall be included with the bid.
- 5.3 Installation shall be completed within 3 days of receipt of equipment.

6. TRAINING

At the time of installation, a qualified representative will be available to provide as much as four (4) hours of instruction to user/users on each piece of equipment.

7. TESTING

Vendor must fully adjust and test metal detection and baggage scanning equipment to sensitivity requirements of Lancaster County. All testing must be completed prior to final inspection and acceptance of equipment.

8. METAL DETECTOR - SYSTEM REQUIREMENTS

- 8.1 Metal Detector shall be Metor 250 manufactured by Metorex, Inc. or equivalent.
 - 8.1.1 Refer to section 8 in the Instructions To Bidders regarding brand names and equivalents.
- 8.2 Provide all materials and installation for a complete and operating metal detection system which is designed to detect all electrically conductive metal by means of a periodically pulsed magnetic fields producing transient eddy currents in the metal objects being detected.
- 8.3 System shall not require recalibration to adjust to changes in location, humidity, or other ambient conditions.
- 8.4 System shall have ability to adjust automatically to variations in line voltage without any operator intervention.
- 8.5 In an installation site where line voltage regulation is a problem, there shall be no degradation in system performance.
- 8.6 Power line transients will not cause damage to the unit, nor shall it false alarm due to transients.
- 8.7 Metal detector shall conform to surge withstanding requirements of the (ANSI) and (IEEE) C62-41-1980 category A.
- 8.8 System shall have an Automatic Sensitivity Adjustment Program to enable the detector's sensitivity to be automatically selected for a specific weapon or test object.
 - 8.8.1 At the option of the user, when such a program is utilized, a reference weapon or test object is carried through the detector five or more times and the appropriate detection sensitivity shall be automatically determined, by the system, for the weapon or test object.
- 8.9 The system shall provide optimum performance without utilizing any special walkway ramp or structure of any kind.
- 8.10 The system shall not false alarm due to proximity to X-ray equipment, TV monitors, other electromagnetic interference or mechanical vibration.
- 8.11 The system will be of rugged construction and relatively light weight and rigid.
- 8.12 System must be certified, by at least two independent cardiac research centers as being "safe" for and harmless to persons with heart pacemakers.
- 8.13 System must demonstrate a consistent sensitivity over a wide range of walking speeds.
- 8.14 System must have ability to operate on a 24DC optional backup system which includes 24DC battery pack and charging system.
- 8.15 System must have ability to function with two or more detectors, in parallel, spaced within 20 inches of each other.
- 8.16 System shall have a full length vertical display mounted along the edge of one of the coil panels.
 - 8.16.1 The display will pinpoint the location of the detected metallic weapons(s) being carried through the gate by illuminating from one to eight zones *simultaneously*, corresponding to the zone(s) which detected the weapon(s).
- 8.17 The ability to sense the presence of all metallic items passing through the portal without combining the individual signals induced within the distinct detection zones.

- 8.17.1 The isolation of the individual detection zones enables innocuous metal items, passing through different zones within the portal, to exit without their signals combining to simulate a larger metallic weapon; thereby increasing the traffic flow by reducing the nuisance alarm rate.
- 8.18 The system shall have the ability to adjust the sensitivity at the floor level.
 - 8.18.1 The problem of magnetic field degradation, caused by structural metal in the floor, can thus be overcome by increasing the sensitivity at floor level and re-establishing the magnetic field uniformity; thus achieving a consistent detection response without increasing the sensitivity throughout the rest of the portal area.
- 8.19 System shall have a wireless remote control unit to control all programming functions of the system.
 - 8.19.1 The control unit shall require an access code to be entered before the operator can make programming changes.
 - 8.19.2 Without the control unit, no changes can be effected.
- 8.20 System shall have a comprehensive self-testing diagnostics system that continuously monitors the system's operation.
 - 8.20.1 If a fault condition occurs, an alphanumeric readout shall display the exact nature of the problem.
 - 8.20.2 Operating personnel are prevented from "shunting out" or overriding a fault condition prior to it being corrected.
- 8.21 System shall have a continuously active detection capability.
 - 8.21.1 No photo electric, infrared, or other sensor device may be used to enable and/or disable the detection circuitry and thus mask the impact of external interference.
- 8.22 System shall have high performance single detection operating programs optimized to detect a wide range of weapons.
 - 8.22.1 Each program shall have selectable operating frequencies and filter selections for setting object bandwidth and inhibiting false alarms created by external interference.
- 8.23 System shall have an integral alphanumeric display that can be used to indicate the presence and relative size of metal objects with a bar graph or with a numeric value; to indicate programming and error parameters; to indicate traffic count, alarm count and alarm rate; and to numerically indicate ambient electrical interference.

9. BAGGAGE SCANNER - SYSTEM REQUIREMENTS

- 9.1 The scanner shall be a Rapiscan Model 520B or equivalent.
 - 9.1.1 Refer to section 8 in the Instructions To Bidders regarding brand names and equivalents.
- 9.2 The scanner shall not exceed 38 inches wide, 105 inches in length, 54 inches in height (excluding monitor).
- 9.3 The scanner tunnel aperture shall be a minimum of 24 inches wide by 15 inches high.
- 9.4 The scanner shall be mounted on heavy-duty castors for ease of movement.
 - 9.4.1 It shall be fixed in place by means of adjustable jacking feet.
- 9.5 The scanner shall be capable of imaging 36 American Wire Gauge (AWG) un-insulated solid copper wire in free space as measured by the American Society of Testing Materials (ASTM) test object - Test 1.
- 9.6 The scanner shall be capable of imaging 32 American Wire Gauge (AWG) un-insulated copper wire at the second step (15.9 mm of Aluminum) as measured by the American Society of Testing Materials (ASTM) test object - Test 2.
- 9.7 The scanner shall be capable of imaging 27 mm steel penetration as measured by the American Society of Testing Materials (ASTM) test object - Test 4.
- 9.8 The scanner shall be capable of discriminating between Organic and Inorganic materials as measured by the American Society of Testing Materials (ASTM) test object - Test 7.
- 9.9 The scanner shall be capable of classifying organic material masked by .48 mm of steel - Test 9.
- 9.10 The system shall be certified by US Department of Homeland Security as an Approved Product for Homeland Security under the SAFETY Act of 2002.

10. BAGGAGE SCANNER CONVEYOR SYSTEM

- 10.1 A conveyor belt shall transport baggage through scanner and be capable of running in either direction.
- 10.2 Conveyor belt shall operate at a minimum of 40 feet per minute.

11. MONITOR

- 11.1 Scanner System shall have a single 17 inch SVGA flicker free monitor.
- 11.2 The system shall display the image with a minimum resolution of 1024 x 768 pixels.

12. BAGGAGE SCANNER HEALTH AND SAFETY REQUIREMENTS

- 12.1 The scanner shall comply with all applicable international health and safety regulations including USA FDA for cabinet X-ray systems (Federal Standard 2.1-CFR 1020.40) and the Health and Safety at Work Act 1974-Section 6, amended by the Consumer Protection Act 1987.
- 12.2 Radiation leakage shall be measured with a scatter block device in the path of the x-ray beam.
- 12.3 The scanner system shall be provided with emergency stop buttons and safety tunnel covers.
- 12.4 The scanner system shall be provided with System Energized and X-Ray on indicators at both ends of the X-Ray cabinet and on the operator workstation.
- 12.5 The system shall include a safety interlock system to prevent X-Ray generation in the event of a critical panel being removed.
- 12.6 The system shall be CE marked.

13. PHOTOGRAPHIC FILM SAFETY

- 13.1 Film Safe to International Standards Association (ISO) 1600 photographic film at 10 passes.

14. CERTIFICATION

- 14.1 The baggage scanner system shall have passed rigorous TSA testing and shall be approved for use in U.S. airports.

15. EXTENDED MAINTENANCE AGREEMENT

- 15.1 Vendor may bid on an Extended Maintenance Agreement plan.
 - 15.1.1 Agreement shall include but not limited to full replacement cost and free shipping of any and all parts due to mechanical failure and/or upgraded circuitry for continued operation.
 - 15.1.2 Agreement shall specify service availability as outlined in Section 3.2.
 - 15.1.3 Agreement shall include all labor costs and any expenses incurred by the vendor.
 - 15.1.4 Agreement shall include at least one preventative maintenance check-up each year.
 - 15.1.5 Agreement shall include an annual radiation safety survey.
 - 15.1.6 Vendor shall not bill Lancaster County for Extended Maintenance Agreement until the original warranty has expired. At which time Lancaster County may accept or reject an Extended Maintenance Agreement for any reason.

16. 24 VOLT BATTERY BACKUP PACK

- 16.1 Baggage Scanner system must be capable of operating at full capacity with the use of a 24 Volt Battery Backup Pack.
 - 16.1.1 Battery Backup will engage immediately at time of power failure for uninterrupted service.
 - 16.1.2 Batteries will be completely enclosed in case as to prevent short circuit or acid leaks.
 - 16.1.3 Batteries will be maintenance free and warranted for a minimum of four years from date of installation.

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

1. **BIDDING PROCEDURE**

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.

2. **BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
 - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. **BIDDER'S REPRESENTATION**

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. **INDEPENDENT PRICE DETERMINATION**

- 4.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

5. **CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 5.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of bids.
- 5.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders and available on the City of Lincoln/Lancaster County website at lincoln.ne.gov Keyword: Bid.
- 5.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Copies of addenda will be made available for inspection at the office of the Purchasing Agent or designee and on the City-County website.
- 6.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 6.4 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

8. BRAND NAMES

- 8.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 8.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the County's specifications.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate County personnel to the nearest location to view and inspect proposed item(s).
- 9.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the County of acceptable goods. Bidders must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 10.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 12.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
 - 12.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 12.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the

- name of the Lancaster County, Nebraska, as required by the specification documents or purchase orders.
- 12.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deems will best serve their requirements.
- 13.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.
- 13.6 In order to determine if the Bidder has the experience, qualification, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the County. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the bidder.

14. INDEMNIFICATION

- 14.1 The bidder shall indemnify and hold harmless, to the fullest extent allowed by law, the County, its agents, officers, employees and representatives from and against all claims, demands, suits, actions, payments, liability, judgements and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by the bidder, its employees, agents, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. This section will not require the bidder to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.
- 14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the County will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 16.3 The bidder agrees to hold the County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska revised Statute 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract, stating that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 18.2 Successful bidder will be required to comply with the provisions of the County's Affirmative Action Policy.
- 18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

19. EXECUTION OF CONTRACT

19.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:

- ☒ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
- ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. County will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the County within 10 days (unless otherwise noted).
 - 3. The County will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, and submit the Agreement to the County Board of Commissioners for approval and signature.
 - 4. Upon approval and signature from the County Board of Commissioners, the County will return one copy to the Contractor.